

STATE OF INDIANA)
) SS:
COUNTY OF STARKE)

IN THE STARKE CIRCUIT COURT

CAUSE NO. 75C01-0404-PL-020

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
STACIE BINKLEY,)
)
Defendant.)

FILED
IN OPEN COURT
JUN 09 2004
David M. Heston
JUDGE STARKE CIRCUIT COURT

DEFAULT JUDGMENT AGAINST STACIE BINKLEY

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment Against Stacie Binkley and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant, Stacie Binkley.
2. The Defendant was served with notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs and Civil Penalties.
3. The Defendant has failed to appear, plead, or otherwise respond to the complaint.
4. The Defendant is not an infant, incompetent, or in military service.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Stacie Binkley.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that pursuant to Indiana Code § 24-5-0.5-4(c)(1), the Defendant, Stacie Binkley, is permanently enjoined from engaging in the following:

a. representing expressly or by implication that the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have which the Defendant knows or reasonably should know it does not have;

b. representing expressly or by implication that the subject of a consumer transaction is of a particular standard, quality, grade, style, or model, if it is not and if the Defendant knows or should reasonably know that it is not.

c. representing expressly or by implication that the consumer transaction involves or does not involve a warranty, a disclaimer of warranties, or other rights, remedies, or obligations, if the representation is false and the Defendant knows or reasonably should know that the representation is false;

d. representing expressly or by implication that the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable period of time, when the Defendant knows or reasonably should know that she can not; and

e. representing expressly or by implication that a consumer will be able to purchase the subject of a consumer transaction as advertised by the Defendant, if the Defendant does not intend to sell it.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is entered for the Plaintiff, State of Indiana, against the Defendant, Stacie Binkley, as follows:

a. The contract previously entered into by the Defendant with consumers Shewanda Edwards and Erin Garness are cancelled pursuant to Ind. Code § 24-5-0.5-4(d).

b. The Defendant shall pay consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), Shewanda Edwards of Pleasant Hill, North Carolina, in the amount of Five Hundred Twenty-Eight Dollars (\$528.00), payable to the Office of the Attorney General;

c. The Defendant shall pay consumer restitution pursuant to Ind. Code § 24-5-0.5-4(c)(2), for Erin Garness of Ashland, Wisconsin, in the amount of One Hundred Seventy-Five 50/100 Dollars (\$175.50), payable to the Office of the Attorney General;

d. The Defendant shall pay the Office of the Attorney General its costs in investigating and prosecuting this action, pursuant to Ind. Code § 24-5-0.5-4(c)(3), in the amount of Three Hundred and Seventy-Five Dollars (\$375.00)

e. The Defendant shall pay civil penalties pursuant to Ind. Code §24-5-0.5-4(g) for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), payable to the State of Indiana; and

f. The Defendant shall pay civil penalties pursuant to Ind. Code §24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Two Thousand Five Hundred Dollars (\$2,500.00), payable to the State of Indiana.

For a total monetary judgment in the amount of Six Thousand and Seventy-Eight Dollars and Fifty Cents (\$6,078.50).

ALL ORDERED, ADJUDGED AND DECREED on this 14th day of June, 2004.


Judge, Starke Circuit Court

Distribution:

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